

Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 1.

2. Defendant denies that it employed or jointly employed Plaintiff or other Civil Security Officers. Defendant further denies it engaged in any conduct that would subject it to liability or which entitles Plaintiff or any other individuals to damages. Defendant specifically denies committing any unlawful or wrongful acts, including any act that would violate the FLSA. Defendant further denies any claim or implication by Plaintiff that this action is appropriately maintained as a collective action or that there are others similarly situated to Plaintiff. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 2.

3. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 3.

4. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 4.

5. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 5.

6. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 6.

7. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 7.

8. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 8.

9. Paragraph 9 contains legal conclusions to which no response is required. Defendant admits the remaining factual allegations contained in Paragraph 9 with respect to Balfour Beatty Construction, LLC.

II. JURISDICTION AND VENUE

10. Defendant does not contest jurisdiction or venue, but can neither admit nor deny Plaintiff's allegations contained in Paragraph 10.

11. Defendant does not contest jurisdiction or venue, but can neither admit nor deny Plaintiff's allegations contained in Paragraph 11.

12. Defendant does not contest jurisdiction or venue, but can neither admit nor deny Plaintiff's allegations contained in Paragraph 12.

III. COVERAGE

13. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 13.

14. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 14.

15. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 15.

16. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 16.

17. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 17.

18. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 18.

19. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 19.

20. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 20.

21. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 21.

22. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 22.

23. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 23.

24. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 24.

25. Defendant denies the allegations contained in Paragraph 25.

26. Defendant specifically denies any claim or implication that it was Plaintiff's "employer" within the meaning of the FLSA as alleged in Paragraph 26. Defendant admits the remaining allegations contained in Paragraph 26.

27. Paragraph 27 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant denies the allegations contained in Paragraph 27.

28. Defendant admits it has had employees engaging in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce for any person and that it has had an annual gross volume of sales made or business done of not less than \$500,000.

Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 28.

29. Defendant denies it employed Plaintiff. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 29.

30. Defendant denies it employed or jointly employed Plaintiff. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 30.

IV. FACTUAL ALLEGATIONS

31. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 31.

32. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 32.

33. Defendant denies any claim or implication by Plaintiff that this action consists of any persons other than those who have joined the action. Defendant admits Plaintiff performs security services at the Dallas/Fort Worth International Airport. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 33.

34. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 34.

35. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 35.

36. Paragraph 36 consists of legal conclusions to which no response is required. Defendant denies it employs or employed Plaintiff as an independent contractor. Defendant further denies it jointly employed Plaintiff. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in 36.

37. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 37.

38. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 38.

39. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 39.

40. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 40.

41. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 41.

42. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 42.

43. Defendant denies it constructed a sham to avoid paying overtime wages. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 43.

44. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 44.

45. Defendant denies it employed or jointly employed Plaintiff. Defendant further denies Balfour Beatty Construction LLC engaged Plaintiff as an independent contractor.

Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 45.

46. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 46.

47. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 47.

48. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 48.

49. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 49.

50. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 50.

51. Defendant denies it employed or jointly employed Plaintiff. Defendant further denies Balfour Beatty Construction LLC engaged Plaintiff as an independent contractor. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 51.

52. Defendant denies it employed or jointly employed Plaintiff. Defendant further denies it engaged Plaintiff as an independent contractor. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 52.

53. Paragraph 53 purports to quote a legal opinion to which no response is required.

54. Defendant denies it employed or jointly employed Plaintiff. Defendant further denies it engaged Plaintiff as an independent contractor. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 54.

55. Defendant admits Plaintiff denies he and the Class Members are employed as “independent contractors.” Defendant denies it employed or jointly employed Plaintiff. Defendant further denies it engaged Plaintiff as an independent contractor. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in t Paragraph 55.

56. Defendant denies it employed or jointly employed Plaintiff. Defendant further denies it engaged Plaintiff as an independent contractor. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 56.

57. Defendant denies it employed or jointly employed Plaintiff. Defendant further denies it engaged Plaintiff as an independent contractor. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 57.

58. Defendant denies it employed or jointly employed Plaintiff. Defendant further denies it engaged Plaintiff as an independent contractor. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 58.

59. Defendant denies it employed or jointly employed Plaintiff. Defendant further denies it engaged Plaintiff as an independent contractor. Defendant lacks knowledge or

information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 59.

60. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 60.

61. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 61.

62. Defendant denies that it paid Plaintiff and “Class Members” on an hourly basis. Defendant did not employ or jointly employ Plaintiff nor engage Plaintiff as an independent contractor. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in.

63. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 63.

64. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 64.

65. Defendant denies it made any payments of any kind to Plaintiff or any alleged similarly situated employees. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 65.

66. Defendant denies all allegations against Defendant in Paragraph 66. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 66.

67. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 67.

V. COLLECTIVE ACTION ALLEGATIONS

68. Defendant denies all allegations against Defendant in Paragraph 68. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the remaining allegations contained in Paragraph 68.

69. Defendant lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in Paragraph 69.

70. Defendant denies the allegations in Paragraph 70.

71. Defendant denies the allegations in Paragraph 71.

72. Defendant denies the allegations in Paragraph 72.

73. Defendant denies the allegations in Paragraph 73.

74. Defendant admits Plaintiff purports to bring this action on behalf of alleged similarly situated employees.

75. Defendant admits Plaintiff seeks this Court's appointment and/or designation as representative of a group of alleged similarly situated individuals.

76. Defendant admits the allegations in the Complaint's Paragraph 76.

77. Defendant lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 77.

78. Defendant lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 78.

79. Defendant lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 79.

80. Defendant lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 80.

81. Defendant lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 81. .

82. Defendant lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 82.

83. Defendant lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 83.

84. Defendant lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 84.

85. Defendant can neither admit nor deny Plaintiffs' allegations in the Complaint's Paragraph 85. Defendant denies that Plaintiff is entitled to any of the relief requested in the Complaint.

86. Defendant lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 86.

87. Defendant can neither admit nor deny Plaintiffs' allegations in the Complaint's Paragraph 87. Defendant denies that Plaintiff is entitled to any of the relief requested in the Complaint.

88. Defendant lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 88.

89. Defendant lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 89.

90. Defendant lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 90.

91. Defendant lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 91.

92. Defendant lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 92.

93. Defendant lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 93.

94. Defendant lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 94.

95. Defendant lacks knowledge or information sufficient to form a belief as to the allegations in Paragraph 95.

96. Defendant admits the allegations in the Complaint's Paragraph 96.

97. Defendant denies it employed or jointly employed Plaintiff. Defendant further denies it engaged Plaintiff as an independent contractor. Defendant denies the remaining allegations in Paragraph 97.

98. Defendant denies the allegations in Paragraph 98.

99. Defendant denies the allegations in Paragraph 99.

VI. JURY DEMAND

100. Defendant acknowledges Plaintiff has demanded a trial by jury in Paragraph 100 of the Complaint.

VII. RELIEF SOUGHT

101. Defendant denies that Plaintiff is entitled to any of the relief requested in the Complaint.

VIII. GENERAL DENIAL

102. Defendant generally denies any and all allegations in Plaintiff's Complaint not otherwise expressly addressed above, and denies that Plaintiff and the proposed class are entitled to any of the requested relief.

IX. AFFIRMATIVE DEFENSES

As separate defenses and affirmative defenses, and without conceding that Defendant bears the burden of proof or persuasion as to any of them, Defendant alleges:

1. Plaintiff's claims are barred, in whole or in part, because Plaintiff failed to state claims upon which relief can be granted.

2. Plaintiff's claims are barred because Defendant did not employ Plaintiff, jointly employee Plaintiff or engage Plaintiff as an independent contractor.

3. Plaintiff's claims are barred to the extent that the applicable statute of limitations has expired. In particular, because Defendant did not willfully violate the FLSA, a two-year statute of limitations applies to Plaintiff's claims.

4. Plaintiff was paid all wages due and owed.

5. Plaintiff's claims are offset, in whole or in part, to the extent Defendant paid any amount that constitutes payment of overtime wages.

6. Plaintiff's claims are offset, in whole or in part, by premium payments made for work in excess of or outside of specified daily or weekly standard work periods or on certain special days.

7. Plaintiff's claims are barred, in whole or in part, because Plaintiff's claims are preempted by the Railway Labor Act.

8. Plaintiff, by his actions and/or omissions, waived and/or is otherwise estopped from asserting his claims against Defendant because, among other reasons, Plaintiff was paid for all hours worked, Plaintiff did not request payment for unpaid wages, if any, until this lawsuit, Plaintiff explicitly or implicitly agreed to the payment methodology about which he now complains, and/or Plaintiff further ratified and/or failed to mitigate any damages associated with the nonpayment of wages, if any, by confirming the accuracy of his paychecks each pay period.

9. Plaintiff's claims for liquidated damages are barred to the extent Defendant acted in good faith and had reasonable grounds for believing its acts did not violate the FLSA. 29 U.S.C. §260. Defendant asserts a lack of willfulness or intent to violate the FLSA as a defense to any claim by Plaintiff for liquidated damages or other damages.

10. To the extent Defendant had any interaction with Plaintiff, its actions related to Plaintiff were in good faith and made in conformity with, and reliance upon, the Administrator of the Wage and Hour Division of the Department of Labor's administrative regulations, orders, rulings or interpretations, or judicial interpretations of law.

11. Plaintiff's claims are barred, in whole or part, to the extent that an exemption, exclusion, exception or credit provided for by the FLSA applies.

12. Defendant reserves the right to amend its answer and assert counterclaims, additional affirmative defenses, and additional defenses as may appear applicable during the course of this litigation.

13. The foregoing defenses shall apply to any other plaintiffs, any later joining plaintiffs or, should a collective action be certified, to any class members. To the extent that any

defenses or legal theories asserted herein may be interpreted as being inconsistent, such defenses or legal theories are hereby pled in the alternative. Defendant reserves the right to assert additional affirmative defenses as the case progresses.

X. PRAYER

Defendant respectfully requests that Plaintiff take nothing by his suit, and that Defendant be awarded its costs, attorneys' fees, expenses, and all other legal and equitable relief to which it may be entitled.

Dated: November 22, 2016

Respectfully submitted,

/s/ Kimberly R. Miers

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ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

On November 22, 2016, I electronically submitted the foregoing document with the Clerk of Court for the U.S. District Court, Northern District of Texas, using the Electronic Case Filing system of the Court. I hereby certify that I have served all counsel and/or *pro se* parties of record electronically or by another manner authorized by Federal Rule of Civil Procedure 5 (b)(2).

/s/ Kimberly R. Miers

Kimberly R. Miers

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